

**CHEVY CHASE VILLAGE
BOARD OF MANAGERS
JUNE 10, 2013 MEETING**

STAFF REPORT

TO: BOARD OF MANAGERS
FROM: SHANA R. DAVIS-COOK, VILLAGE MANAGER 
DATE: 6/6/2013
SUBJECT: BOARD CONSIDERATION OF A PROPOSAL TO PROVIDE CONTRACT
POLICING IN A NEIGHBORING JURISDICTION, THE VILLAGE OF
MARTIN'S ADDITIONS

The Village of Martin's Additions (MA) has proposed entering into a contractual agreement with the Village (CCV) to provide police services within MA. The request was originally proposed in a letter to Village Board Chair Pat Baptiste from MA Council Chairman Mr. Richard Krajeck (attached) in which Mr. Krajeck requested a meeting to discuss MA's objectives. Ms. Baptiste, Village Police Chief John Fitzgerald and I attended a meeting in early May with Mr. Krajeck and MA Manager Ms. Jean Sperling. A synopsis of the objectives outlined by MA is attached for your reference (dated May 7, 2013).

Background

Chevy Chase Village provided contract police services to the Village of Martin's Additions and other neighboring municipalities, including Sections 3 and 5, the Town of Chevy Chase, the Town of Somerset, Chevy Chase View, etc., for a number of years. This program ended in 2010 after an in-house review determined that the revenues received were not covering all related costs, and that CCV taxpayers were, in turn, subsidizing police coverage in other communities. At that time, it was not felt that the previous contract model could be adjusted to satisfy the needs of the neighboring jurisdictions while covering all direct and indirect expenses. The program was terminated resulting in the elimination of one uniformed officer position. Another position remains frozen (unauthorized to fill).

In the previous format, the Village assigned officers to dedicated hours within the neighboring municipalities, however, minimum coverage—at least one officer—in Chevy Chase Village was always maintained.

Initial Thoughts from Staff

Police Chief John Fitzgerald has reviewed the proposal as presented by MA officials, and has determined that police coverage can be offered without foreseen adverse impacts on public safety in the Village.

Chief Fitzgerald will discuss his proposed scheduling plan in detail during Monday evening's meeting, but a brief synopsis follows:

Short duration (30 minute periods) high visibility patrol in MA would be scheduled at various times each month only when other officers are on-duty in the Village. CCV officers would be "on-call" for telephone consultations and non-emergency requests for service from MA's Manager (or the Manager's designee) only. These consults and unscheduled calls for service would come directly to Chief Fitzgerald or Corporal Eric Tiedemann; the Chief or the Corporal will decide how to handle each request. Non-emergency response to MA would be provided only when workload and staffing levels allow. The County Police would continue to be the primary agency responsible for answering emergency and non-emergency calls for service coming directly from MA residents. MA's Manager has assured us that she will inform her residents that they must continue to call the county for police services. Any calls to the Village coming directly from MA residents would be redirected to the Montgomery County Police.

Chief Fitzgerald, Finance Director Demetri Protos and I have met on several occasions to review the MA proposal and recommend to the Board the attached tentative rate structure if the Board chooses to provide the requested services to MA.

Board Action Requested

Entering into a contractual agreement requires the Board's approval. At this time, the Board is being asked to determine:

1. Should the Village enter into a contractual agreement to provide police services in a neighboring jurisdiction (i.e., is this something we want to do)?
2. If so, is the proposed rate structure and/or resource deployment plan acceptable? If not, how should it be modified?

If the Board chooses to proceed, the Board will need to authorize staff to continue discussions with MA officials and authorize staff to work with Village Counsel to draft a contract for the Board's consideration.

Attachments

Letter from Martin's Additions Council Chairman Mr. Richard Krajeck, dated 4/18/13
Memo from Martin's Additions Council chairman and Manager, dated 5/7/13
Tentative Rate Structure Proposal for Contract Policing in the Village of Martin's Additions



VILLAGE OF MARTIN'S ADDITIONS
7013B Brookville Road ♦ Chevy Chase, Maryland 20815 ♦ 301/656-4112

April 18, 2013

Mrs. Patricia S. Baptiste, Chair
Chevy Chase Village Board of Managers
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815

Dear Mrs. Baptiste,

As I reflect on this past year, which will be my last as the Chairman of the Village of Martin's Additions Council, I am pleased that the Village of Martin's Additions and Chevy Chase Village have built stronger bonds over the recent years. Your leadership and willingness to reach out to the surrounding communities on many issues, from very local matters such as shared street lighting projects, Washington Gas and WSSC projects to major zoning and development issues, has been a huge benefit to the greater Chevy Chase area and specifically to Martin's Additions. CCV staff and VMA staff work closely now on issues of mutual concern and I think we all benefit from that friendly relationship and opportunities for shared knowledge.

We are preparing our FY 2014 budget for presentation to our residents. **We would like to ask the Village of Chevy Chase Board of Managers to consider entering into a service agreement with the Village of Martin's Additions.**

From time to time, we find ourselves in need of police assistance on an incidental basis—the incidents are usually minor in nature, requiring police presence and visibility more than anything else. Incidents arise that can be as simple as needing police presence and the comfort it brings, to more serious need for the issuance or threat of a ticket, coverage when issuing a Stop Work Order and on the rare occasion a call for back up support. While we have a nice relationship with Captain Falcinelli at MCPD District 2 Headquarters and we can call on them in an emergency, our needs are certainly minor and very low priority for them, given the enormous area they must cover.

We have been searching for a way to improve our access to occasional, incident-specific police services described above. Other towns have toyed with hiring off-duty MCPD uniformed officers but our understanding is that these arrangements have been fraught with complications and misunderstandings. We enjoyed our previous working relationship with the Chevy Chase Village Police and wondered if you would consider building a contractual relationship between CC Village Police and Martin's Additions

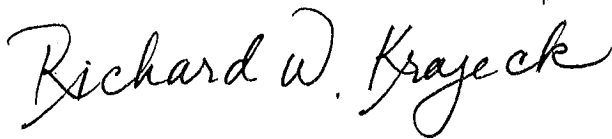
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that would provide for making an officer available on an hourly, as-needed basis to our Village Manager for special situations—much like we contract with our attorney. **This is not a request for regularly scheduled patrols** as we contracted in the past, but rather for special circumstances. We would agree to a per hour fee that was guaranteed **to cover all the costs** of providing such a service, and we could agree to certain terms of service that would help define when and for how long such a service would be provided. We might even consider a retainer fee, if that would be more workable to you.

We understand that the needs of Chevy Chase Village would always come first and we will continue to use the Montgomery County Police whenever possible, but there is a sense of security we would like to offer our residents that would result from availability of your police officers because they are close and able to respond quickly.

I would like to discuss this proposal in more detail with you, at your convenience. Perhaps the most efficient and effective discussion could occur if we put a “team of minds” together—you, me, our manager Ms. Sperling, your manager Ms. Davis-Cooke and Police Chief Fitzgerald. Please let me know what would work best for you—you can contact me directly at (301) 654-3663 or contact me through our Village Manager.

Sincerely,

A handwritten signature in cursive script that reads "Richard W. Krajeck". The signature is written in dark ink and is positioned below the word "Sincerely,".

Richard W. Krajeck

cc: Chief John Fitzgerald, Chief Chevy Chase Village Police
Shana Davis-Cook, Manager, Chevy Chase Village ✓
Jean Sperling, Manager, Village of Martin's Additions



Village of Martin's Additions
7013 B Brookville Road
Chevy Chase, MD 20815
301-656-4112

TO: Patricia S. Baptiste, Chair, Chevy Chase Village Board of Managers
John Fitzgerald, Chief of Police, Chevy Chase Village
Shana Davis-Cooke, Manager, Chevy Chase Village

FROM: Richard W. Krajeck, Chairman, Village of Martin's Additions Council
Jean Sperling, Manager, Village of Martin's Additions

DATE: Tuesday May 7th, 2013

RE: Discussion of Community Police Partnership

The reason for our meeting is to discuss the possibility of Chevy Chase Village and the Village of Martin's Additions entering into a police service partnership. We appreciate this opportunity.

Background:

The Village of Martin's Additions desires to improve staff access to community police presence in our neighborhood. We are interested in building personal relationships with a local police department in such a way that the Village becomes familiar with local officers. Other towns have experimented with hiring off-duty MCPD uniformed officers, but our understanding is that these arrangements have not necessarily promoted partnerships and problem-solving techniques between police officers and the community. The availability of a familiar police officer adds a certain level of comfort compared to randomly-assigned County officers. Based on our past experience with the Chevy Chase Village Police, we believe that such relationships can exist and can be nurtured more easily with your officers.

Areas of Potential Need:

1. **Incidental, issue-based service response on an hourly basis:** Would Chevy Chase Village consider building a contractual relationship between CC Village Police and Martin's Additions to provide for making an officer available on an hourly, as-needed basis to our Village Manager for special situations—much like we contract with our attorney? Some examples of areas where this would apply include:
 - (a) Attend meetings to reassure and educate residents;
 - (b) Attend community functions;
 - (c) Deal with difficult residents.
2. **Calls for support from Village Office Management:**
 - (a) To include such things as parking tickets, warnings and supervision of towing;
 - (b) Calls for license plate identification;
 - (c) "Got your back" calls; backup for complaints.
3. **Routine drive-through of community:** Consider a once a week/ twice a week daytime drive-through of the community for the purpose of providing a police presence. This is not a request for scheduled patrols we received in the past, but rather a once or twice a week Village wide "drive through" by an officer, which could be scheduled completely at the discretion of CCV. We envision

this to be a daytime service, conducted on an agreed upon regular basis with flexibility for Chevy Chase Village. This would have the advantage of being able to schedule a daytime routine that would work for you.

4. Community Public Safety Education

- (a) Availability for questions and advice at an occasional Village Council meeting.
- (b) Attendance at special community events.
- (c) Consulting as needed on crime activities and education of residents.

Financial/Contractual Agreement/ Fee Payment

Hourly Fee: We could agree to a per hour fee to cover all the costs of providing any defined service, including terms of service that would help define when and for how long such a service would be provided.

Retainer Fee: Alternatively, we might consider a retainer fee, which could accompany the hourly fee or just be a monthly charge serving as assurance that some level of service would be available when needed.

Priority Service Determination:

We understand that the needs of Chevy Chase Village must always come first and VMA will continue to use the Montgomery County Police of course, but there is a sense of security that would result from availability of your police officers because they are close and able to respond quickly.

We are interested in creating confidence that nearby police officers know and understand our community and as such are better equipped to respond appropriately and with knowledge of issues that are specific to our community.

Thank you for offering this opportunity to discuss this matter with us.

**Chevy Chase Village's
TENTATIVE Rate Structure Proposal for
Contract Policing in the Village of Martin's Additions
June 6, 2013**

Proposed Term: Six (6) months, commencing July 15, 2013 and ending January 14, 2014

Proposed Monthly Flat Rate: \$1,250.00; which includes:

- Average hourly wage¹ for Village officers (including salary and benefits)
\$57.00 per hour x 12 average hours per month
- Flat monthly rate of \$200 for vehicle fuel, repairs and maintenance
(based upon a 10% average increase in current vehicle use)
- Supervision, administrative overhead and increased liability exposure (actual increased liability insurance premium TBD)

Upon request by the Manager or Council of the Village of Martin's Additions, additional hours in excess of twelve (12) per month will be invoiced at a rate of \$105 per hour.

Proposed Insurance Coverage:

Subject to Board approval, Chevy Chase Village would continue to provide the following:

- Worker's Compensation Insurance covering the Village employees as required by State law.
- Comprehensive Bodily Injury and Property Damage Liability Insurance with limits as follows:
 - Bodily Injury and Death: \$200,000 each person
 \$500,000 each occurrence and aggregate
 - Property Damage: \$500,000 each occurrence and aggregate
- Comprehensive Automobile Liability Insurance for leased or owned vehicles covering bodily injury and property damage with limits as follows:
 - Bodily Injury and Death: \$200,000 each person
 \$500,000 each occurrence and aggregate
 - Property Damage: \$500,000 each occurrence and aggregate

*Submitted by Shana R. Davis-Cook, Village Manager, 6/6/2013
In Consultation with Finance Director Demetri Protos and Police Chief John Fitzgerald*

¹ Effective FY2014.

